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17 IN THE UNITED STATES DISTRICT COURT  
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
19 WESTERN DIVISION  
20

|    |                               |                                     |
|----|-------------------------------|-------------------------------------|
| 21 | _____ )                       |                                     |
| 22 | UNITED STATES OF AMERICA, )   | CV 03-9184 RSWL (MANx)              |
|    | Plaintiff, )                  |                                     |
| 23 | )                             |                                     |
|    | v. )                          | <b>Stipulated Final Order</b>       |
| 24 | )                             | <b>For Permanent Injunction</b>     |
|    | )                             | <b>And Judgment for Civil</b>       |
| 25 | MANTRA FILMS, INC., et al., ) | <b>Penalty and Consumer Redress</b> |
|    | Defendants. )                 |                                     |
| 26 | _____ )                       |                                     |
| 27 |                               |                                     |

28 WHEREAS, Plaintiff, the United States of America, has commenced this action by filing  
the Complaint herein; Defendants have waived service of the Summons and Complaint; the parties

1 have been represented by the attorneys whose names appear hereafter; and the parties have agreed  
2 to the settlement of this action upon the following terms and conditions to resolve all matters of  
3 dispute between the settling parties with respect to the conduct alleged in the Complaint in this  
4 action; and without Defendants admitting liability for any of the matters alleged in the Complaint;

5 NOW, THEREFORE, upon stipulation of Plaintiff and Defendants, it is hereby ORDERED,  
6 ADJUDGED AND DECREED as follows:

7 1. This Court has jurisdiction of the subject matter and of the parties and venue is  
8 proper in this District.

9 2. The Complaint states a claim upon which relief may be granted against Defendants  
10 under Sections 5(a), 5(m)(1)(B), 13(b), and 16(a) of the Federal Trade Commission Act ("FTC  
11 Act"), 15 U.S.C. §§ 45(a), 45(m)(1)(B), 53(b), and 56(a); Section 907(a) of the Electronic Fund  
12 Transfer Act ("EFTA"), 15 U.S.C. § 1693e(a), Section 205.10(b) of Regulation E, 12 C.F.R.  
13 § 205.10(b), and Section 205.10(b) of the Federal Reserve Board's Official Staff Commentary to  
14 Regulation E, 12 C.F.R. § 205.10(b), Supp. I; and Section (a) of the Unordered Merchandise  
15 Statute, 39 U.S.C. § 3009(a).

16 3. By entering into this Stipulated Final Order For Permanent Injunction and Judgment  
17 for Civil Penalty and Consumer Redress ("Order"), the Defendants make no admissions as to the  
18 allegations in the Complaint, other than the jurisdictional facts.

19 4. Entry of this Order is in the public interest.

20 DEFINITIONS

21 5. "Billing Information" means any data that enables any person to access a customer's  
22 or donor's account, such as a credit card, checking, savings, share or similar account, utility bill,  
23 mortgage loan account, or debit card.

24 6. "Charge" means any amount charged or debited to a consumer's credit card,  
25 checking, savings, share or similar account, utility bill, telephone bill, mortgage loan account or  
26 debit card, or any similar form of collecting money from a consumer.

27 7. "Continuity Program" means any plan, arrangement, or system under which a  
28 consumer receives periodic shipments of products or the provision of services without prior

1 notification by the seller before each shipment or service period, regardless of any trial or approval  
2 period allowing the consumer to return or be reimbursed for the product or service.

3 8. "Free-to-pay Conversion" means, in an offer or agreement to sell or provide any  
4 goods or services, a provision under which a customer receives a product or service for free for an  
5 initial period and will incur an obligation to pay for the product or service if he or she does not take  
6 affirmative action to cancel before the end of that period.

7 9. "Negative Option Feature" means, in an offer or agreement to sell or provide any  
8 goods or services, a provision under which the customer's silence or failure to take an affirmative  
9 action to reject goods or services or to cancel the agreement is interpreted by the seller as  
10 acceptance of the offer. The term includes such a provision in offers or agreements involving free-  
11 to-pay conversions, automatic renewals, Continuity Programs, and Prenotification Negative Option  
12 Plans covered by the Commission's Rule entitled the "Use of Prenotification Negative Option  
13 Plans," 16 C.F.R. Part 425 (2003) ("Prenotification Negative Option Rule").

14 10. "Preauthorized Electronic Fund Transfer," as defined by the Electronic Fund  
15 Transfer Act, 15 U.S.C. § 1693a (9), means an electronic fund transfer authorized in advance to  
16 recur at substantially regular intervals.

17 11. "Prenotification Negative Option Plan," is defined for purposes of this Order as  
18 "Negative option plan" is defined by the Commission's Rule entitled the "Use of Prenotification  
19 Negative Option Plans," 16 C.F.R. § 425.1(c)(1) (2003).

20 JUDGMENT FOR CIVIL PENALTY AND CONSUMER REDRESS

21 12. Judgment is hereby entered against Defendants Mantra Films and Joseph Francis,  
22 jointly and severally, in the amount of \$1,089,627. Defendants must satisfy this judgment as  
23 follows:

- 24 A. Defendants must pay to the Plaintiff \$541,235 as a civil penalty, pursuant to Section  
25 5(m)(1)(B) of the FTC Act, 15 U.S.C. § 45(m)(1)(B), within five (5) calendar days  
26 of the date of entry of this Order. Defendants must pay the civil penalty by  
27 electronic fund transfer in accordance with instructions provided by the Office of  
28

1 Consumer Litigation, Civil Division, U.S. Department of Justice, Washington, D.C.  
2 20530, for appropriate disposition.

3 B. Defendants must pay \$548,392 into an escrow account within five (5) calendar days  
4 of the date of entry of this Order as a consumer redress and disgorgement remedy,  
5 and distribute funds from the account only as follows:

6 (1) Within sixty (60) days from the date of entry of this Order, Defendants must  
7 repay \$4.99 to all consumers who were enrolled in a Continuity Program  
8 from February 1, 2002 through June 1, 2003, who canceled their enrollment  
9 by returning a product for a refund after receiving a first continuity shipment,  
10 and did not receive a refund of the shipping and handling fees Defendants  
11 charged at the time of the product's shipment; and

12 (2) Within sixty (60) days from the date of entry of this Order, Defendants must  
13 repay \$4.99 to all consumers who were enrolled in a Continuity Program  
14 from February 1, 2002 through June 1, 2003, who canceled their enrollment  
15 by returning a product for a refund after receiving a first continuity shipment,  
16 and did not receive a refund of the shipping costs they incurred to return the  
17 product.

18 *Provided*, that Defendants must include with the payments a Federal Trade  
19 Commission ("Commission") staff-approved letter explaining the reason for the  
20 payments. *Provided further*, that Defendants must not include promotional  
21 materials or solicitations along with payments made pursuant to this Subparagraph.

22 (3) Defendants must bear all administrative expenses to distribute these  
23 payments.

24 (4) Within one hundred eighty (180) days from the date of entry of this Order,  
25 Defendants must furnish to the Commission an accounting of the redress  
26 program, including:  
27  
28

- 1 a. In computer readable form and in computer print-out form, a list of  
2 the names and addresses of all consumers who cashed a refund and  
3 the amount of the refund; and
- 4 b. In computer readable form and in computer print-out form, a list of  
5 the names and addresses of all consumers who qualified for a refund  
6 pursuant to Subparagraphs 12.B.(1) or 12.B.(2) and have not cashed  
7 the refund, and the reason why, to the extent known;
- 8 (5) In the event that redress funds remain after redress is completed, Defendants  
9 must pay to Plaintiff, within one hundred eighty (180) days of the date of  
10 entry of this Order, the remainder of the escrow account. The Commission  
11 may apply any remaining funds for such other equitable relief (including  
12 additional consumer redress and consumer information remedies) as it  
13 determines to be reasonably related to Defendants' practices alleged in the  
14 Complaint. Any funds not used for such equitable relief will be deposited  
15 with the United States Treasury as disgorgement. Defendants have no right  
16 to challenge the Commission's choice of remedies under this Subparagraph.
- 17 C. In the event of any default in any payment, which default continues for ten days  
18 beyond the due date of payment, the entire unpaid payment, together with interest, as  
19 computed pursuant to 28 U.S.C. § 1961 from the date of default to the date of  
20 payment, will immediately become due and payable directly to the Plaintiff.

### 21 INJUNCTION

#### 22 **Prohibited Business Activities**

23 13. Defendants, their successors and assigns, and their officers, agents, employees, and  
24 all other persons or entities within the scope of Fed. R. Civ. P. 65, whether acting directly or  
25 through any business entity, corporation, subsidiary, division or other device, including all other  
26 persons or entities in active concert or participation with any of them who receive actual notice of  
27 this Order by personal service or otherwise, are hereby enjoined, directly or through any  
28 corporation, subsidiary, division or other device, from:

1 A. Causing Billing Information to be submitted for payment, directly or indirectly, for  
2 any product or service advertised, promoted, offered for sale, or sold as part of an  
3 offer or agreement involving a Negative Option Feature, without obtaining the  
4 express informed consent of consumers to be charged for any such product or  
5 service using an account identified with sufficient specificity for consumers to  
6 understand what account will be charged. To evidence consumers' express  
7 informed consent, Defendants must disclose clearly and conspicuously, before  
8 consumers pay, all material terms and conditions of the offer or agreement, and  
9 obtain consumers' affirmative agreement. Material terms and conditions of an offer  
10 or agreement involving a Negative Option Feature include, but are not limited to:

- 11 (1) the fact that the customer's account will be charged unless the customer  
12 takes an affirmative action to avoid the Charge(s);
- 13 (2) the date(s) the Charge(s) will be submitted for payment;
- 14 (3) the specific steps the customer must take to avoid the Charge(s);
- 15 (4) all material terms and conditions of a guarantee, refund or return policy, or if  
16 Defendants have a policy of not making refunds or accepting returns, a  
17 statement that this is Defendants' policy;
- 18 (5) the fact, if true, that periodic shipments of products or the periodic provision  
19 or the continuation of services will occur without further action by  
20 consumers;
- 21 (6) a description of each good or the type of good to be included in each  
22 shipment or a description of the services that will be performed or continued;
- 23 (7) if products are shipped or services provided on a periodic basis, the  
24 approximate interval between each shipment or service period or the number  
25 of shipments or service periods per year;
- 26 (8) the cost or range of costs for each shipment or service period, including  
27 shipping and handling costs;
- 28

1 (9) the minimum number of purchases or minimum service period required by  
2 Defendants, if any; and

3 (10) for Prenotification Negative Option Plans, all material terms and conditions  
4 required by the Commission's Prenotification Negative Option Rule, or as it  
5 may hereafter be amended.

6 *Provided, however,* that television commercials of 120 seconds or less that  
7 solicit consumers to place inbound calls must disclose clearly and  
8 conspicuously, if true, that the product or service is being offered as a part of  
9 an offer or agreement involving a Negative Option Feature, or words of  
10 similar import;

11 B. Misrepresenting, in any manner:

12 (1) Any fact material to a consumer's decision to purchase any product or  
13 service sold or offered for sale by any Defendant; and

14 (2) Any material terms and conditions of an offer or agreement involving a  
15 Negative Option Feature including, but not limited to:

16 a. the fact that the consumers' account(s) will be charged unless they  
17 take affirmative action to avoid the Charge(s),

18 b. the date(s) the Charge(s) will be submitted for payment, and

19 c. the specific steps consumers must take to avoid the Charge(s);

20 d. that any product or service offered as part of an offer or agreement  
21 involving a Negative Option Feature is not offered as part of such an  
22 offer or agreement, or may be purchased without entering into such  
23 an agreement;

24 e. that consumers can "cancel anytime" or the period of time within  
25 which consumers can cancel;

26 f. that consumers have agreed to receive additional products or  
27 services; and  
28

1                   g.       that consumers are obligated to pay for subsequently shipped  
2                                   products or services provided; and

3       C.       Failing to honor a request that Defendants receive to cancel any sale or transaction  
4                   involving a Negative Option Feature, including, but not limited to, enrollment in a  
5                   Continuity Program, and to provide a refund in accordance with Defendants'  
6                   disclosed guarantee, refund or return policy.

7                   **Business Activities Prohibited Pursuant to the Electronic Fund Transfer Act**

8       14.       Defendants, their successors and assigns, and their officers, agents, employees, and  
9       all other persons or entities within the scope of Fed. R. Civ. P. 65, whether acting directly or  
10       through any business entity, corporation, subsidiary, division or other device, including all other  
11       persons or entities in active concert or participation with any of them who receive actual notice of  
12       this Order by personal service or otherwise, are hereby permanently restrained and enjoined from:

13       A.       in connection with any consumer who is enrolled into any plan or program with a  
14       negative option feature subsequent to the date of this Order and who uses a debit card or other  
15       means of electronic funds transfer,

16               i.       failing to obtain written authorization for Preauthorized Electronic Fund  
17                   Transfers from a consumer's account before initiating any Preauthorized  
18                   Electronic Fund Transfer, as required by Section 907(a) of the Electronic  
19                   Funds Transfer Act, 15 U.S.C. § 1693e(a), and Section 205.10(b) of  
20                   Regulation E, 12 C.F.R. § 205.10(b), as more fully set out in Section 205.10  
21                   of the Federal Reserve Board's Official Staff Commentary to Regulation E,  
22                   12 C.F.R. § 205, Supp. I, or as they may hereafter be amended; and

23               ii.       failing to maintain procedures reasonably adapted to avoid an unintentional  
24                   failure to obtain written authorization for a Preauthorized Electronic Fund  
25                   Transfer, as required in Section 205.10 of the Federal Reserve Board's  
26                   Official Staff Commentary to Regulation E, 12 C.F.R. § 205, Supp. I, or as  
27                   they may hereafter be amended; and



1 B. in connection with any consumer who was enrolled into any plan or program with a  
2 negative option feature prior to the date of this Order and who indicated the use of a credit card  
3 when in fact a debit card was used, if entities covered by this provision later find that the card used  
4 is a debit card, failing to obtain written authorization for Preauthorized Electronic Fund Transfers  
5 from the consumer's account as soon as reasonably possible, or ceasing to debit the consumer's  
6 account, as required by Section 907(a) of the Electronic Funds Transfer Act, 15 U.S.C. § 1693e(a),  
7 and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), as more fully set out in Section  
8 205.10 of the Federal Reserve Board's Official Staff Commentary to Regulation E, 12 C.F.R. §  
9 205, Supp. I, or as they may hereafter be amended.

10 **Business Activities Prohibited Pursuant to the Unordered Merchandise Statute and Previous**  
11 **Commission Determinations Concerning Unfair and Deceptive and Unlawful Acts or**  
12 **Practices in Commerce**

13 15. Defendants, their successors and assigns, and their officers, agents, employees, and  
14 all other persons or entities within the scope of Fed. R. Civ. P. 65, whether acting directly or  
15 through any business entity, corporation, subsidiary, division or other device, including all other  
16 persons or entities in active concert or participation with any of them who receive actual notice of  
17 this Order by personal service or otherwise, in connection with the advertising, promotion, offer for  
18 sale or sale of any product or service, are hereby enjoined from violating, directly or through any  
19 corporation, subsidiary, division or other device, any provision of the Unordered Merchandise  
20 Statute, 39 U.S.C. § 3009(a), or as it may hereafter be amended.

21 16. Defendants, their successors and assigns, and their officers, agents, employees, and  
22 all other persons or entities within the scope of Fed. R. Civ. P. 65, whether acting directly or  
23 through any business entity, corporation, subsidiary, division or other device, including all other  
24 persons or entities in active concert or participation with any of them who receive actual notice of  
25 this Order by personal service or otherwise, in connection with the advertising, promotion, offer for  
26 sale or sale of any product or service, are hereby enjoined, directly or through any corporation,  
27 subsidiary, division or other device, from:  
28

1 A. Sending any merchandise without the prior expressed request or consent of the  
2 recipient unless such merchandise is clearly and conspicuously marked as a free  
3 sample and has attached to it a clear and conspicuous statement that the recipient  
4 may treat the merchandise as a gift and may retain, use, discard or dispose of it in  
5 any manner without any obligation whatsoever to the sender.

6 B. Sending any communication, including bills, invoices, reminders, letters, notices or  
7 dunning communications, that in any manner seeks to obtain payment for any  
8 merchandise shipped without the prior expressed request or consent of the recipient.

9 **Business Activities Prohibited Pursuant to**  
10 **The Telemarketing Sales Rule**

11 17. Defendants, their successors and assigns, and their officers, agents, employees, and  
12 all other persons or entities within the scope of Fed. R. Civ. P. 65, whether acting directly or  
13 through any business entity, corporation, subsidiary, division or other device, including all other  
14 persons or entities in active concert or participation with any of them who receive actual notice of  
15 this Order by personal service or otherwise, are hereby enjoined from violating, directly or through  
16 any corporation, subsidiary, division or other device, any provision of the Commission's Rule  
17 entitled "Telemarketing Sales Rule," 16 C.F.R. Part 310, or as it may hereafter be amended.

18 **Record Keeping**

19 18. For a period of six (6) years from the date of entry of this Order, Defendants, their  
20 successors and assigns, and their officers, agents, employees, and all other persons or entities  
21 within the scope of Fed. R. Civ. P. 65, whether acting directly or through any business entity,  
22 corporation, subsidiary, division or other device, including all other persons or entities in active  
23 concert or participation with any of them who receive actual notice of this Order by personal  
24 service or otherwise, in connection with any business where (1) defendant is the majority owner of  
25 the business or directly or indirectly manages or controls the business, and where (2) the business is  
26 engaged in the marketing or sale of products or services through the use of Negative Option  
27 Features or the sale of videos or DVDs through direct response marketing, or assisting others  
28

1 engaged in these activities, are hereby restrained and enjoined from failing to create and retain the  
2 following records:

- 3 A. Accounting records that reflect the cost of goods or services sold, revenues  
4 generated, and the disbursement of such revenues;
- 5 B. Personnel records accurately reflecting: the name, address, and telephone number of  
6 each person employed in any capacity by such business, including as an independent  
7 contractor; that person's job title or position; the date upon which the person  
8 commenced work; and the date and reason for the person's termination, if  
9 applicable;
- 10 C. Customer files containing the names, addresses, phone numbers, dollar amounts  
11 paid, quantity of items or services purchased, and description of items or services  
12 purchased, to the extent such information is obtained in the ordinary course of  
13 business;
- 14 D. Complaint and refund requests (whether received directly, indirectly or through any  
15 third party) and any responses to those complaints or requests;
- 16 E. Copies of all sales scripts, training materials, advertisements, or other marketing  
17 materials; and,
- 18 F. Copies of all signed and dated statements acknowledging receipt of the Order that  
19 Defendants have secured pursuant to Paragraph 20.D of this Order.

### 20 Compliance Monitoring

21 19. For the purpose of monitoring and investigating compliance with any provision of  
22 this Order:

- 23 A. Within ten (10) business days of receipt of written notice from a representative of  
24 the Commission, Defendants Mantra and Francis must submit additional written  
25 reports, sworn to under penalty of perjury; produce documents for inspection and  
26 copying; appear for deposition; and/or provide entry during normal business hours  
27 to any business location in such Defendants' possession or direct or indirect control  
28 to inspect the business operation;

1 B. In addition, the Commission is authorized to monitor compliance with this Order by  
2 all other lawful means, including but not limited to the following:

- 3 (1) obtaining discovery from any person, without further leave of the court,  
4 using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;  
5 (2) posing as consumers and suppliers to Defendant Mantra and Defendant  
6 Francis, Defendants employees, or any other entity managed and controlled  
7 in whole or in part by Defendants, without necessity of identification or prior  
8 notice;

9 *Provided* that nothing in this Order shall limit the Commission's lawful use of compulsory process,  
10 pursuant to Section 9 and 20 of the FTC Act, 15 U.S.C. §§ 49-57b-1, to obtain any documentary  
11 material, intangible things, testimony, or information relevant to unfair or deceptive acts or  
12 practiced in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

13 C. Defendant Mantra and Defendant Francis must permit representatives of the  
14 Commission to interview any employer, consultant, independent contractor,  
15 representative, agent, or employee who has agreed to such an interview, relating in  
16 any way to any conduct subject to this Order. The person interviewed may have  
17 counsel present.

#### 18 **Distribution of Order**

19 20. For a period of three (3) years from the date of entry of this Order, Defendants must  
20 deliver copies of the Order as directed below:

21 A. **Defendant Mantra:** Defendant must deliver a copy of this Order to all principals,  
22 officers, directors, and managers, and must deliver a Summary of Paragraphs 1-11  
23 and 13-20 of this Order, to be agreed upon by counsel, to all employees, agents, and  
24 representatives, who engage in conduct related to the subject matter of this Order,  
25 including, but not limited to, sales personnel and all personnel involved in  
26 responding to consumer complaints or inquiries (whether such persons are  
27 designated as employees, consultants, or independent contractors, or otherwise).  
28



1           b. Any changes in the Defendant's employment status (including self-  
2           employment) within ten (10) days of such change. Such notice must  
3           include the name and address of each business that Defendant is  
4           affiliated with or employed by, a statement of the nature of the  
5           business, and a statement of Defendant's duties and responsibilities  
6           in connection with the business or employment;

7           c. Any changes in Defendant's name or use of any aliases or fictitious  
8           names; and

9           (2) Defendant Mantra must notify the Commission of any changes in corporate  
10          structure that may affect compliance obligations arising under this Order,  
11          including but not limited to a dissolution, assignment, sale, merger, or other  
12          action that would result in the emergence of a successor corporation; the  
13          creation or dissolution of a subsidiary, parent, or affiliate that engages in acts  
14          or practices subject to this Order; the filing of a bankruptcy petition, or  
15          change in the corporate name or address, at least thirty (30) days prior to  
16          such change; *provided* that, with respect to any proposed change in the  
17          corporation about which Defendant learns less than thirty (30) days prior to  
18          the date such action is to take place, Defendant must notify the Commission  
19          as soon as is practicable after obtaining such knowledge.

20        B. One hundred eighty (180) days after the date of entry of this Order, Defendants,  
21        Francis and Mantra, each must provide a written report to the FTC, sworn to under  
22        penalty of perjury, setting forth in detail the manner and form in which they have  
23        complied and are complying with this Order. This report must include, but not be  
24        limited to:

- 25           (1) Any changes required to be reported pursuant to Subparagraph 21.A. above;
- 26           (2) Copies of all sales scripts, training materials, promotional materials,  
27           packaging, or other marketing materials utilized;
- 28

1 (3) A copy of each acknowledgment of receipt of this Order obtained by  
2 Defendants pursuant to Paragraph 20.D.

3 C. For the purposes of this Order, Defendants, their successors and assigns, must,  
4 unless otherwise directed by the Commission's authorized representatives, mail all  
5 written notifications to the Commission to: Associate Director, Division of  
6 Enforcement, Bureau of Consumer Protection, 600 Pennsylvania Ave., N.W.,  
7 Washington, D.C. 20580, Re: U.S. v. Mantra Films, Inc. et al.

8 D. For purposes of the compliance reporting required by this Paragraph, the  
9 Commission is authorized to communicate directly with Defendants.

10 **Acknowledgment of Receipt of Order by Defendants**

11 22. Each Defendant, within five (5) business days of receipt of this order as entered by  
12 the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this  
13 Order.

14 **Taxpayer Identification Number**

15 23. Defendants are hereby required, in accordance with 31 U.S.C. § 7701, to furnish to  
16 the Commission their taxpayer identifying numbers (social security or employer identification  
17 numbers), which shall be used for purposes of collecting and reporting on any delinquent amount  
18 arising out of Defendants' relationship with the government.

19 **Retention of Jurisdiction**

20 24. This Court shall retain jurisdiction of this matter for the purposes of construction,  
21 modification and enforcement of this Order.

22 JUDGMENT IS THEREFORE ENTERED in favor of Plaintiff and against Defendants,  
23 pursuant to all the terms and conditions recited above.

24 Dated: \_\_\_\_\_, 2004.

25 \_\_\_\_\_  
26 United States District Judge

1 The parties, by their respective counsel, hereby consent to the terms and conditions of the  
2 Consent Order as set forth above and consent to the entry thereof. Defendants waive any rights that  
3 may arise under the Equal Access to Justice Act, 28 U.S.C. § 2412.  
4

5 FOR THE UNITED STATES OF AMERICA:

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9 U.S. Department of Justice

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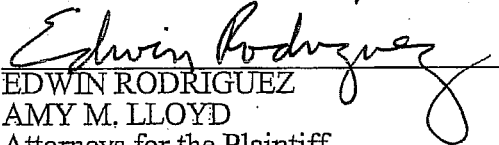
27 FOR THE FEDERAL TRADE COMMISSION:

28 *Elaine D. Kolish*  
ELAINE D. KOLISH  
Associate Director for Enforcement

*J. Reilly Dolan*  
JAMES REILLY DOLAN  
Assistant Director for Enforcement

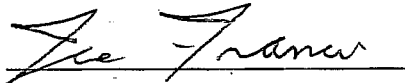


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MANTRA FILMS, INC.

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